

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

**Clinic Capacity Building in support of the Integration of
Screening, Brief Intervention, and Referral to Treatment
(SBIRT) Processes within Primary Care**

PROPOSALS ARE DUE NO LATER THAN April 30, 2019 by 5 PM CDT

RFP #1633

BUYER: Division of
Behavioral Health

POC: Dawson Lewis
Dawson.Lewis@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Department of Social Services, Division of Behavioral Health Prevention Program is seeking Offerors to integrate Screening, Brief Intervention, and Referral to Treatment (SBIRT) services in primary care settings across South Dakota.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Division of Behavioral Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Division of Behavioral Health. The reference number for the transaction is RFP#1633. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	March 4, 2019
Deadline for Submission of Written Inquiries	March 18, 2019
Responses to Offeror Questions	April 2, 2019
Proposal Submission	April 30, 2019 by 5 PM CDT
Anticipated Award Decision/Contract Negotiation	June 1, 2019

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received to the Division of Behavioral Health by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original, six (6) identical copies, and one (1) digital, Portable Document Format (PDF) copy loaded on a USB flash drive of the proposal shall be submitted.

All proposals must be signed in ink by an officer of the responder legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container.

Proposals must be addressed and labeled as follows:

**Request for Proposal #1633 Due April 30, 2019
South Dakota Department of Social Services
Attention: Dawson Lewis
700 Governors Drive
Pierre SD 57501-2291**

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the Offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the Offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the Offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.8 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after March 18, 2019. Email inquiries must be sent to Dawson.Lewis@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #1633 Questions**.

The Department of Social Services (DSS) will respond to Offerors' inquiries by posting Offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than April 2, 2019. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.9 PROPRIETARY INFORMATION

The proposal of the successful Offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.10 LENGTH OF CONTRACT

It is anticipated that this RFP may result in the selection of multiple providers. Selected Offerors will enter into a provider agreement with the Department of Social Services with an anticipated start date of June 1, 2019. Provider agreements for the provision of services resulting from this RFP will be negotiated with the successful Offerors based on an approved cost proposal.

Funding of this RFP is contingent on federal funding through the Screening, Brief Intervention, and Referral to Treatment (SBIRT) grant issued by the Substance Abuse and Service Administration (SAMHSA). The continuation of the contract is dependent on

the Offeror's performance in implementing the services as outlined and availability of federal funds.

1.11 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The Offeror should indicate in their response any issues they have with any specific contract terms. If the Offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

The South Dakota Department of Social Services received funding through a State Cooperative Agreement with SAMHSA in September 2016 to implement SBIRT across the state. The project is statewide in focus and is implemented in phases throughout the five year grant period, which ends September 2021.

The intent of this RFP is to solicit responses from organizations aiming to build clinic capacity through enhanced IT infrastructure, electronic medical record enhancement, integrated behavioral health support services, and/or other supporting elements that allow for integration of behavioral health and substance abuse screening and responsive treatment pathways for at-risk individuals. *Priority areas for this RFP are primary care clinics cross South Dakota.* Grant funds can be utilized to support implementation of SBIRT processes for up to 24 months.

Respondents that provide the best demonstration of organizational readiness for and commitment to long-term integration of SBIRT services will be given preference in selection. The size of a clinic, scale of proposed services, or community need are not selection criteria for this RFP; emphasis is placed on the likelihood of long-term, continued integration of substance use and mental health screenings and the corresponding integrated or community-based services in support of any issues identified for sustainability.

SBIRT utilizes a screening process that includes a pre-screen (single questions that assesses a patient's risk level associated with substance and alcohol use) followed by a full-screen for positive pre-screen results. The following table identifies the required South Dakota SBIRT screening tools for use among selected partners.

Required South Dakota SBIRT Screening Tools	Pre-Screen	Full Screen
Alcohol Use	AUDIT-C	AUDIT
Drug Use	DAST, single question	DAST-10
Mental Health/Depression	PHQ-9	N/A
Tobacco	Single tobacco question	N/A

Offerors are encouraged to review all attachments to this RFP prior to submitting their response. Offerors are also encouraged to review the Substance Abuse and Mental Health Services Administration (SAMHSA) website (<https://www.integration.samhsa.gov/> and <https://www.samhsa.gov/sbirt>) regarding SBIRT and integrated services for more information about the program and strategies for implementation used nationwide.

Clear and concise responses to each of the following points should be prepared to attest to the Offeror's capabilities and capacity to implement SBIRT processes within their site(s) as identified.

3.1 Overview: Provide an overview that addresses the following points:

- 3.1.1 A description of the offeror's organization, its philosophy towards the integration of behavioral health care within primary care, and experience to date integrating behavioral health care in its clinic site(s).
- 3.1.2 A description of the total patient population served by the clinic, including the average number of individuals served in a year. Historical clinic encounter data should be included for the previous five (5) years.
- 3.1.3 A geographical definition of the clinic's service area. If outreach clinic(s) are hosted through or by the Offeror, describe those services and locations.
- 3.1.4 A demographic profile of the clinic patient population. Note any cultural, ethnic, racial, or other special population groups and previous efforts conducted by the clinic at serving those patients.

3.2 Key Personnel: Identify names (if presently on staff) and professional experience/qualifications for the following key roles. Please list any additional staff (names and professional experience or qualifications) needed to support SBIRT integration.

- a) Implementation Site Lead
- b) Implementation Consultant(s)/Subject Matter Experts in the areas of i) Work Flow & Brief Intervention Services, ii) Training & Education, and iii) sustainability and billing process review.
- c) Physician Champion (to promote SBIRT among fellow physicians practicing at clinic site(s), participate in select teleconferences with the SBIRT Implementation Team and associated in-person meetings, federal site visits, and trainings as they are conducted across proposed site(s).
- d) EHR/IT Lead or Support Staff (to develop, test, and provide education about data collection and screening workflow to their peers in clinic on an as-needed basis).

3.3 Proposed SBIRT Integration: Describe the clinic's proposed approach to integrating SBIRT into the clinic workflow. Refer to Attachment C for a model work flow.

3.4 Number of Individuals to be Served: Provide the projected number of individuals to be screened through the project (monthly estimate). Refer to Attachment D for a sample table.

3.5 Population of Focus: The State's priority populations of the SBIRT grant include a) women of child-bearing age, b) Native Americans, and c) military personnel within South Dakota. Describe how your entity will serve these populations.

3.6 Integration of Behavioral Health: Describe your proposed strategy for integrated behavioral health services and counselors on site and/or accredited community providers

referral within your community to support patients that screen at an elevated risk level. Identify any current accredited community partners as well as those you seek to partner with in the execution of this project.

3.7 Data Collection: Identify the Electronic Health Record (EHR) system presently in place at the clinic. Describe the feasibility for upgrades/modifications and/or customization of the clinic EHR to capture screening results.

3.8 Commitment to the Goals of South Dakota SBIRT: The Offeror must specify in writing their agreement to:

- 3.8.1 participate in planning and implementation phase meetings upon notice of award, along with regularly scheduled project status meetings with other participating SBIRT sites in South Dakota. It can be reasonably assumed that meetings will occur, on average, every two weeks throughout the contract period. Meetings are managed via teleconference and, at a lesser frequency, are held in-person at the clinic site.
- 3.8.2 agreement to participate in required reporting activities as requested/required by the State team.

Cost proposals may reflect associated lost productivity time for key staff identified in the Offeror's approach to complete these requirements.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 Offeror expectations, if selected for funding, include a) implementation of SBIRT screening and services within four (4) months of contract start date, and b) commitment to perform SBIRT services in a manner that is consistent with the state's overall implementation approach for a period of up to 24 months.
- 4.3 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.4 Provide the following information related to at least three previous and current service/contracts. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) area to be implemented.

- 4.6 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.7 The offeror must describe their proposed project management techniques including a project timeline.
- 4.8 The Offeror may be asked to submit a copy of their most recent independently audited financial statements.
- 4.9 If an Offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

5.1 An original and six (6) copies shall be submitted.

- 5.1.1 In addition, the Offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flash drive. Offerors may not send the electronically formatted copy of their proposal via email.
- 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Executive Summary.** The one or two-page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Section 3.0 and Section 4.0. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the Cost Proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Proposed project management techniques;
- 6.1.5 Availability to the project locale;
- 6.1.6 Familiarity with the project locale;
- 6.1.7 Ability and proven history in handling special project constraints, and
- 6.1.8 Cost Proposal.

6.2 Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the Offeror to perform the requirements of this RFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 **Award:** The requesting agency and the highest ranked Offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

6.5.1 If the agency and the highest ranked Offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.

6.5.2 The negotiation process may continue through successive Offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

7.0 COST PROPOSAL

Submit a cost proposal for project activities [Attachment B]. Complete all sections of the attachment; do not leave any sections blank. Enter NA if a particular section is not applicable to your proposal.

Available funding per selected Offeror for this project is intentionally not defined in this RFP; Offeror's should define cost elements within the Cost Proposal based on its approach and required financial resources to implement that approach with sustainability in mind. Further, there is no cost-sharing required. Eligible expenses include but are not limited to:

- Lost productivity time for providers and clinic staff to participate in SBIRT orientation, training, and ongoing meetings during the contract period;
- Data software and/or equipment needed to facilitate the screening process at the clinic site (and at outreach/mobile sites if applicable);
- Training expenses (cost of trainer, materials, etc); and
- Other cost elements necessary for implementation as defined by the clinic in its Cost Proposal.
- SBIRT grant funds may be used as the payment method of last resort after exhausting all other means of payment for direct services to patients. The grant funds can be utilized to fund staff time to research payment methods and resources as well as establish protocols to sustain activities after the grant funding is no longer available.

Offerors interested in proposing costs outside of the afore-mentioned eligible expenses should submit a question regarding cost eligibility for those items according to the process outlined in Section 1.8 of this RFP.

Note: Offerors should prepare their best reasonable assessment of costs needed to implement SBIRT within their clinic site(s) based on the information provided in this RFP. It is anticipated that during the initial planning phases of the project (Months 1-3), changes to selected Offerors' Cost Proposals may be needed to best support the full scope of implementation. Offerors should plan and budget for a series of planning meetings to be scheduled upon notification of award to be held during Months 1-3 of the project. These planning meetings will involve the SD SBIRT implementation team, including state and contracted staff, and 1-2 individuals from each responding organization. These discovery meetings will be used to collaboratively vet the proposed implementation approach presented within the Offeror's original RFP response, and adjust that approach and its supporting cost proposal as and if needed to reflect any changes made during that collaborative process.

Attachment A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF BEHAVIORAL HEALTH**

**Consultant Contract
For Consultant Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF BEHAVIORAL HEALTH
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Consultant

Referred to as State

The State hereby enters into a contract (the "Agreement" hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. CONSULTANT'S South Dakota Vendor Number is —
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of June 1, 2018 and shall end on May 31, 2019, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of request for proposal process, RFP #
3. PROVISIONS:
 - A. The Purpose of this contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Consultant will use state equipment, supplies or facilities.
Consultant
 - B. The Consultant agrees to perform the following services (add an attachment if needed.):
 - 1.
 2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
 3. Will the State pay Consultant expenses as a separate item?
YES () NO (X)
If YES, expenses submitted will be reimbursed as identified in this Agreement.
 - C. The State agrees to:
 - 1.
 - 2.
 - 3.

D. The TOTAL CONTRACT AMOUNT will not exceed \$ _____.

4. BILLING:

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. LICENSING AND STANDARD COMPLIANCE:

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. ASSURANCE REQUIREMENTS:

The Consultant agrees to abide by all applicable provisions of the following: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. RETENTION AND INSPECTION OF RECORDS:

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

9. WORK PRODUCT:

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

10. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

11. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. ASSIGNMENT AND AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. SUPERCESSION:

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

15. IT STANDARDS:

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

16. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

17. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

18. SUBCONTRACTORS:

The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

19. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

20. HOLD HARMLESS:

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

23. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

25. REPORTING PROVISION:

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

26. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Consultant Signature _____ Date _____

Consultant Printed Name _____

State - DSS Division Director Tiffany Wolfgang _____ Date _____

State - DSS Chief Financial Officer Laurie Mikkonen _____ Date _____

State - DSS Cabinet Secretary M. Gregory DeSautel, MD _____ Date _____

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person _____
Phone _____

DSS Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Consultant Program Contact Person _____
Phone _____
Consultant Program Email Address _____

Consultant Fiscal Contact Person _____
Phone _____
Consultant Fiscal Email Address _____

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

Attachment B – Cost Proposal

STATE OF SOUTH DAKOTA Primary Care Screening Brief Intervention Referral to Treatment (SBIRT) Partners REQUEST FOR PROPOSAL FUNDING REQUEST

BUDGET SUMMARY

Provide the total project period funding request in the summary table below. Each line item cost in the summary table should align with the detailed cost tables provided below. The format represented here should be generally followed; offerors can add/remove lines as appropriate in the detailed cost tables and narrative components. If costs are not requested for a particular category (e.g. Contractual), then insert N/A in the Total Project Costs summary table category line as merited.

Category	Total Project Costs
Personnel	
Travel	
Equipment	
Supplies	
Contractual	
Other	
Total Direct Charges	
Total Project Costs	

PERSONNEL

Note: Do not combine the fringe benefit costs with direct salaries and wages in the personnel category. Use the Fringe Benefits section to account for those costs.

Position	Name	Hourly Salary/Rate	Hours	Total Salary Charged to Award
(1)				
(2)				
(3)				
Total Personnel Request				

Personnel Justification

(1)
(2)
(3)

TRAVEL

Note: Travel costs proposed must comply with HHS regulations at 45 CFR §75.474. In-state travel costs should adhere to Travel Reimbursement Rates set by South Dakota Bureau of Human Resources (<https://bhr.sd.gov/classification/compensation/travelrates.pdf>); if higher in-state travel cost rates are proposed justification must be provided. The justification should include the purpose for the travel (e.g. site visit, training), why it is necessary and directly relates to the scope of work, number of trips planned, staff that will be making the trip, and approximate dates/timeline for the travel. The justification should include the basis for travel costs (e.g. number of miles and cost per mile, number of days and daily per diem expense).

Purpose	Destination	Item	Calculation	Travel Cost Charged to the Award
(1)				
(2)				
(3)				
Total Travel Request				

Travel Justification

(1)
(2)
(3)

EQUIPMENT

Note: Equipment is a single item of tangible, nonexpendable, personal property that has a useful life of more than one year and a value of \$5,000 or more (or a cost capitalization threshold established by the applicant organization that is less).

Item(s)	Quantity	Amount	% Charged to the Award	Total Equipment Cost Charged to the Award
(1)				
(2)				
(3)				
Total Equipment Request				

Equipment Justification

(1)
(2)
(3)

SUPPLIES

Note: Supplies are items costing less than \$5,000 per unit (federal definition), often having one-time use.

Item(s)	Rate	Total Supply Cost Charged to the Award
(1)		
(2)		
(3)		
Total Supplies Request		

Supplies Justification

(1)
(2)
(3)

CONTRACTUAL

Note: List the budgets for each sub-award, contract, consultant, or consortium agreement. As part of the justification, provide a summary of the scope of work. The 'Other' column can be used to provide additional cost detail as needed. Please note the differences between contracts, consultants, and consortium agreements:

- **Contracts** are a legal instrument by which the grant recipient purchases good and services needed to carry out the project or program under a Federal award. Contracts include vendors (dealer, distributor or other sellers) that provide, for example, supplies, expendable materials, or data processing services in support of the project activities. The grant recipient must have established written procurement policies and procedures that are consistently applied. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition. Per 45 CFR §75.2, when the substance of a contract meets the definition of sub-award, it must be treated as a sub-award.
- **Consortium Agreements** are between entities (which may or may not include the grant recipient) working collaboratively on an award supported project. They address the roles, responsibilities, implementation, and rights and responsibilities between entities collaborating on an award.
- **Consultants** are individuals retained to provide professional advice or services for a fee. Travel for consultants and contractors should be shown in this category along with consultant/contractor fees.

Name	Service	Rate	Other	Total Contractual Cost Charged to the Award
(1)				
(2)				
(3)				
Total Equipment Request				

Contracts Justification

(1)
(2)
(3)

OTHER

Note: This category addresses any costs not included in the other cost categories (e.g. conference line expense, travel for training participants, training activities (except costs for consultant and/or contractual)).

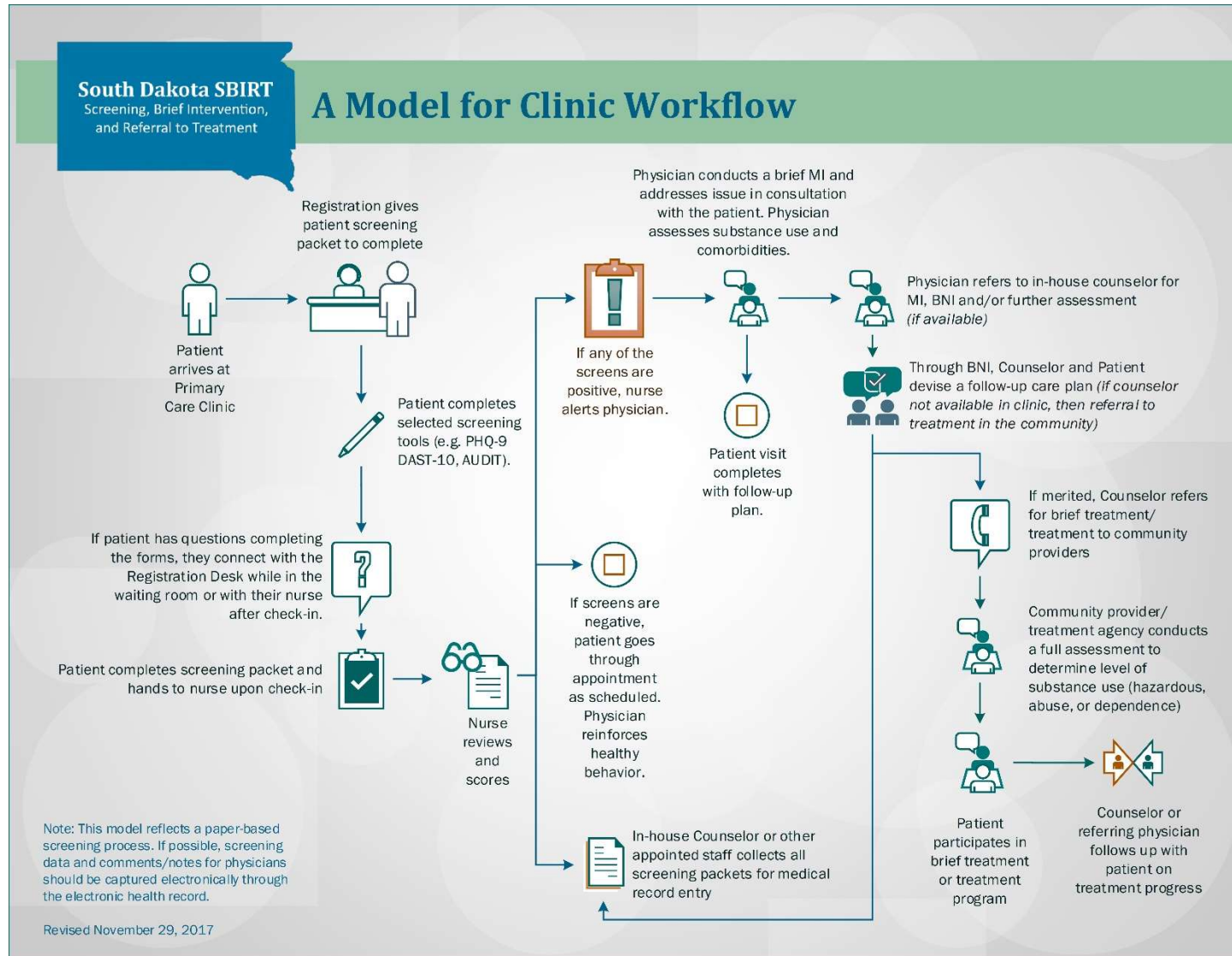
Item(s)	Rate	Total Other Costs Charged to the Award
(1)		
(2)		
(3)		
Total Other Request		

Other Costs Justification

(1)
(2)
(3)

Attachment C – Clinic Workflow Example

The following diagram reflects a model clinic work flow presently being used by participating SBIRT clinics within Cohort I (Phase I) as described in the RFP. This is being provided as reference material only.



Attachment D – Projected Patient Population to be Served by the Project

Sample Table – Projected Patient Population to be Served by the Project

	Offeror's Organization/Clinic Name	<i>SAMPLE – Do Not Include</i>
A. Estimated number of clinic visits per month (all visit types):		<i>400 clinic visits</i>
B. Proposed screening population (e.g. annual visits, all patient visits):		<i>Annual visits, including medication re-checks</i>
C. Estimated number of patients screened per month, based on assumptions noted in B.		<i>250</i>
Percent of the total patient population ($C \div A$) to be served by the project		<i>62.5% (400 clinic visits divided by the estimated number of patients to be screened, or 250)</i>